ness is that there must be some certain standard by which a person can determine in advance whether or not he is complying with the statute. *Cook* v. *State,* 26 Ind. App. 278. See also *U. S.* v. *Capital Traction Co.,* 34 App. D. C. 592, 19 Ann. Cas. 68. The definiteness required varies with the act prohibited and with the circumstances. *State* v. *Schaeffer,* 96 Oh. St. 215. There would seem also to be a distinction in whether the statute was civil or criminal, for it would be manifestly unfair, especially in regard to criminal offenses, for the statute to fail to sufficiently inform the party charged with its violation that he was doing a prohibited act. This doctrine is clearly recognized by the principal case, and the matter is further obviated by the requirements of the Penal Code of Texas, PENAL CODE, Art. 6, and the constitution of that state, Art. I, Sec. 10. Furthermore, it seems that the principal case in holding this statute obnoxious to the settled rules of statutory construction is in line with the weight of authority in this country. See *Strickland* v. *Whatley,* 142 Ga. 802, holding invalid a statute of Georgia, Acts 1916, p. 92, which provided that no motor vehicle should be driven "at a rate of speed greater than is reasonable and proper." A similar decision involving the same statute is *Hayes* v. *State,* 11 Ga. App. 371. A statute of Texas, Acts 30th Leg. c. 96, Sec. 3, containing the same provisions as the Georgia statute, was denounced in *Solan and Billings* v. *Pasche,* 153 S. W. 672. See also *State* v. *Gaster,* 45 La. Ann. 636; *Augustine* v. *State,* 41 Tex. Cr. R. 59; *Ex parte Jackson,* 45 Ark. 158; *Matthews* v. *Murphy,* 23 Ky. L. Rep. 750; *L. & N. R. R. Co.* v. *Commonwealth,* 99 Ky. 132; *Hilburn* v. *St. Paul, etc., Ry. Co.,* 23 Mont. 229; *Johnston* v. *State,* 100 Ala. 32. However, Sec. 12603, G. C. OF OHIO, which prohibited the operation of a motor vehicle "at a speed greater than is reasonable and proper," was upheld by the Ohio Supreme Court in *State* v. *Schaeffer, supra.* This statute was later amended, LAWS OF OHIO, 1919, Part I, p. 471, by prescribing that beyond a certain specified speed per hour it "shall be presumptive evidence of a rate of speed greater than is reasonable and proper." Also, MASS., Act 1909, ch. 534, p. 829, which is exactly similar to the Ohio statute, as amended, was upheld in *Emery* v. *Miller,* 231 Mass. 243, and *Commonwealth* v. *Cassidy,* 209 Mass. 24. In accord with the Ohio decision (*contra* to the principal case), see *Burlington, etc., Ry. Co.* v. *Dey,* 82 Ia. 312; *Schultz* v. *State,* 89 Nebr. 34.

TORTS—PRACTICAL JOKE—DAMAGES FOR HUMILIATION, ETC.—Having been advised by a colored fortune-teller that a pot of gold had been buried by deceased relatives upon the land of one Smith, and being provided by the fortune-teller with a map showing the supposed location of said pot, plaintiff began digging operations on Smith's land. The search having gone on for some time with the not surprising result of finding nothing, defendants arranged a "planted" pot containing not gold but stones, etc. This in due time was uncovered, and, following directions written thereon, was deposited in a bank for three days until all the relatives could be collected. With much ceremony, and in the presence of a crowd, the pot was opened. Plaintiff sued for damages, caused by the humiliation and mental suffering. *Held,* revers-

ing the lower court, substantial damages were recoverable. Two justices dissented. *Nickerson* v. *Hodges*, (La., 1920), 84 So. 37.

The Civil Code of Louisiana provides (MERRICK'S REV. C. C. [2d ed.], Art. 2315), "Every act whatever of man that causes damage to another obliges him by whose fault it happened to repair it," etc. Though not expressly referred to by the court, the decision undoubtedly is based on this provision, the substance of which is taken from CODE NAPOLEON, 1382. The note commenting upon *Janvier* v. *Sweeney*, [1919] 2 K. B. 316, in 18 MICH. L. REV. 332, discusses a somewhat closely related problem in the common law. Whether there was independently a cause of action upon which an award of damages for mental suffering might be based, and whether the mental shock resulted in physical derangement, questions on which such cases seem to turn in common law jurisdictions, do not bother a court proceeding under provisions such as are found in the CODE NAPOLEON and the Louisiana Code.

VENDOR AND PURCHASER—AGREEMENT FOR PAYMENT IN LIBERTY BONDS.—Plaintiff agreed to convey to defendants a certain piece of property upon payment of $42,500, payable one-half in cash and one-half in Liberty Bonds. The difference between the par value and the market value of these bonds (which had fallen below par) on the day of payment was more than $500. Defendants paid $21,250 par value of bonds; and plaintiff seeks to recover this alleged balance of $500 due on the contract. *Held*, buyer was required merely to deliver Liberty Bonds of face value of such amount, and not of the market value thereof. *Nelson* v. *Rhem* (N. Car., 1920), 102 S. E. 395.

In view of the large number of contracts involving payment in Liberty Bonds that are being entered into, and that will undoubtedly continue to be negotiated as long as these bonds remain in general circulation, this case is peculiarly interesting to the profession as well as to the man of business. This decision appears to be the only sound one that could be reached in such a case,—the parties have agreed upon payment in this particular medium (depreciated paper, which can be counted by dollars), and they must abide by their contract, whether the value of this designated medium fluctuates one way or the other. It was agreed that 21,250 *Liberty Bond dollars* should be the payment, and the vendor must accept them in full payment, even though they have fallen below par. *Kenney* v. *Effinger*, 115 U. S. 577. Upon default by vendee to tender these bonds, the vendor would only have been entitled to that sum in legal tender which would be equal to the market value, and not the nominal value, of these $21,250 of Liberty Bonds. *Robinson* v. *Noble*, 8 Peters 181; *Thompson* v. *Riggs*, 5 Wall. 663; *Myers* v. *Kaufman*, 37 Ga. 600; *Williamson* v. *McGinnis*, 11 B. Mon. (Ky.), 74.

WATERS—DIVISION OF ACCRETION BETWEEN RIPARIAN OWNERS.—The plaintiff and defendant are owners of ocean shore lots conveyed with reference to a survey and plat. A street separates the two lots. The suit is to quiet title to a strip of land formed by accretion along their front. *Held*, that the *locus in quo* is properly divisible by extending the boundary lines